IN THE UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

The Facebook, Inc., et al.,

Plaintiffs,

v.

ConnectU, Inc., et al.,

Defendants.
_____________________________________/

NO. C 07-01389 JW

NOTICE OF APPOINTMENT OF A MASTER; NOMINATION OF INDIVIDUAL TO SERVE AS MASTER

In this case, the parties and others executed a "Term Sheet & Settlement Agreement," in which the signatories stipulated that this Court shall have jurisdiction to enforce the Agreement. Pursuant to a motion, the Court has been asked to and has entered an Order that the Agreement should be enforced. (See Docket Item No. 461.) The Court has determined that certain activities which are necessary in the enforcement of the Agreement cannot be effectively or timely addressed by the Court or an available Magistrate Judge. Pursuant to Federal Rule of Civil Procedure 53, notice is given to the parties of the appointment of a Master to take actions as directed by the Court in its enforcement of the Agreement and the Judgment of Enforcement.

A. Scope of Appointment

The Master shall have the power to:

(1) Accept and afterward maintain the monetary deposits mandated by the Judgment and to take such actions with the monetary deposits as the Court may from time to time order;

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(2) Accept and afterward maintain deposits of any other documents mandated to be deposited by the Judgment or by subsequent Orders of the Court;

(3) Receive liens or other demands upon the items deposited with the Master;

(4) As deemed necessary by the Master to carry out the duties and responsibilities of the Master, the Master is empowered to

(a) Order the parties to the Agreement or counsel for the parties to the Agreement to meet and confer with the Master;

(b) Issue subpoenas to compel the production of individuals or documents from third-parties for examination;

(c) Attend meetings of the board of directors or meetings of shareholders of any of the signatory corporations;

(d) Inspect the books, and records of any signatory;

(e) To do such other and further things which will facilitate the orderly exchange of the consideration and maintain the integrity of the consideration and the underlying business entities that are parties to the Agreement.

(5) Make recommendations to the Court of action which the Court should take in the enforcement of the Agreement, including recommendations regarding modifications of the power of the Master.

(6) The Master shall exercise the power necessary or proper to regulate all proceedings before him and shall do all acts and take all measures necessary or proper for the efficient performance of his duties under this Order; and

(7) Upon Order of the Court disburse proceeds or file or deliver documents deposited with the Master.

B. Objections to the Conduct or Recommendations of the Master

Any person or entity who objects to the conduct or recommendations of the Master shall file the objection with the Court as an administrative motion pursuant to the Civil Local Rules of this Court. A party may request the Court to shorten time for hearing on any such matter.

C. Fees and Costs of Master

Unless the Court receives a recommendation from the Master for some other apportionment, each party to the Agreement shall bear the cost of the Master on a per side basis, payable in advance. The Master shall report to the Court on a periodic basis regarding the state of his fees and expenses. Unless otherwise ordered, the Master shall, in his report, advise the Court, without specifically identifying parties, as to whether the parties are current in their payment of his fees and expenses. The Court reserves the right to order any party intervening in this action for purposes of participating in the enforcement of the Agreement to bear a portion of the fees and costs of the Master. Any dispute with respect to the fees and costs of the Master is referred to the assigned Magistrate Judge Maria-Elena James.

D. Nomination of Master

The Court nominates Mr. George C. Fisher.[1] On or before **July 8, 2008 at 12 noon**, any party to the Agreement wishing to do so, shall file any objections or proposed modifications to the Notice of Appointment or to a condition of the proposed appointment, or to Mr. Fisher being named as the Master. In any objection or modification, the objecting party shall state the ground for the objection or modification. If the objection is to the individual nominated as Master, any objecting party shall provide alternate nominations.

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[1] Mr. Fisher may be contacted at (650) 424 0821; georgecfisher@gmail.com; http://www.gfisherlaw.com

If no objection is filed and Mr. Fisher accepts his appointment, Mr. Fisher shall file an affidavit as required by Fed. R. Civ. 53(b)(3). The Court's appointment of the Master shall become effective on **July 9, 2008**. If an objection is filed, the appointment is subject to further order of the Court.

Dated: July 2, 2008

JAMES WARE
United States District Judge

THIS IS TO CERTIFY THAT COPIES OF THIS ORDER HAVE BEEN DELIVERED TO:

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Dated: July 2, 2008

Richard W. Wieking, Clerk

By: /s/ JW Chambers
Elizabeth Garcia
Courtroom Deputy